



Public Notice

Application for Marijuana Establishment License

License Number: 10004

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: TALKEETNA HERB COMPANY

Business License Number: 1030887

Email Address: krystal@haulinalaska.com

Latitude, Longitude: 62.208920, -150.079500

Physical Address: 32500 South Talkeetna Spur Road
Talkeetna, AK 99676-9701
UNITED STATES

Licensee #1

Type: Individual

Name: KRYSTAL L DIETRICH

Phone Number: 907-354-2124

Email Address: krystal@haulinalaska.com

Mailing Address: HC 89 Box 8132
Talkeetna, AK 99676-9701
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 10004

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: TALKEETNA HERB COMPANY

Business License Number: 1030887

Designated Licensee: KRYSTAL L DIETRICH

Email Address: krystal@haulinalaska.com

Local Government: Matanuska-Susitna Borough

Local Government 2:

Community Council: Talkeetna

Latitude, Longitude: 62.208920, -150.079500

Physical Address: 32500 South Talkeetna Spur Road
Talkeetna, AK 99676-9701
UNITED STATES

Licensee #1

Type: Individual

Name: KRYSTAL L DIETRICH

[REDACTED]

[REDACTED]

Phone Number: 907-354-2124

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Notice of Violation

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: License #/Type:
Designated Licensee: AMCO Case#:
DBA:
Premises Address:
Mailing Address:

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator:

SIGNATURE:

Delivered VIA:

Received by:

SIGNATURE:

Date:



Talkeetna Herb Company
Krystal Dietrich
32500 S Talkeetna Spur
Talkeetna, AK 99676
AMCO License #10004

Sunday, October 11, 2020

AMCO ~ Licensing
550 W 7th Avenue
Suite 1600
Anchorage, Alaska 99501

To Whom It May Concern:

As required by 3 AAC 306.035(b), I can not certify on application form MJ-20, page 1, Section 3, that a violation, and/or notice of violation has not occurred. There has been a notice of violation for non payment of taxes. It is not my intention to not pay the taxes. It has been a rough year, the notice has since been addressed, and the Department of Revenue has placed a monthly arrangement on the account.

I apologize for not being able to keep up on the taxes 100%, but the monthly payment plan shall be paid in an orderly fashion, and hopefully ahead of the required completion date.

Sincerely,


Krystal Dietrich, Talkeetna Herb Company



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Krystal Dietrich	License Number:	10004		
License Type:	Standard Cultivation Facility				
Doing Business As:	Talkeetna Herb Company				
Premises Address:	32500 S Talkeetna Spur				
City:	Talkeetna	State:	Alaska	ZIP:	99676

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Krystal Dietrich
Title:	Owner Operator

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Form MJ-20: Renewal Application Certifications

Section 4 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

[Handwritten initials]

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

[Handwritten initials]

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

[Handwritten initials]

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

[Handwritten initials]

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

[Handwritten initials]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

[Handwritten initials]

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Handwritten initials]

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

[Handwritten signature]
Signature of licensee

[Handwritten signature]
Notary Public in and for the State of Alaska

[Handwritten name]
Printed name of licensee

My commission expires: 02/14/2020

Subscribed and sworn to before me this 7th day of August, 2020.

Official Seal
State of Alaska
Notary Public
Donna R. Wiggins
My Comm. Expires 02/14/2020

Lease Agreement
32500 South Talkeetna Spur Road - Suite 420, Talkeetna Alaska 99676

This is a Lease Agreement for Building herein after referred to as "Lease".
Lease is herein entered on this 14th day of June in the year 2020, by and between: Krystal Dietrich, AK DL: 6821149 at 32500 South Talkeetna Spur Road, Talkeetna Alaska 99676, mailing address: HC 89 Box 8184, Talkeetna, Alaska 99676, Phone: 907.854.4124, hereinafter referred to as "Lessor";
and:
Talkeetna Herb Company, Krystal Dietrich - Owner/Operator, AK DL of Owner/Operator: 6821149, mailing address: HC 89 Box 8184, Talkeetna, Alaska 99676, Phone: 907.854.4124, hereinafter referred to as "Lessee".

Lessor and Lessee shall be bound by the following Terms and Conditions:

Leased Premises & Common Area Description:

Physical Location: Address: 32500 South Talkeetna Spur Road, Talkeetna, Alaska 99676,
Legal Description: Township 25N Range 4W Section 31 Lot D5,
Global Positioning System DD Coordinates: Lat 62.20892N Long -150.0735W,
Building under Lease herein after referred to as "Premises" and shall be defined by CAD or Line Drawing in Exhibit A. As part of Lease, Lessee and Lessee's employees and clients may use in common with Lessor and by Lessor's invitees: Driveway, Locked Gate, and Parking Areas hereinafter referred to as "Common Area", together shall be herein after referred to as "Leased Premises". Lessee shall have no unnecessary vehicles, storage, and/or items in Common Area/Leased Premises.

Lease Term, Conditions & Payments for Leased Premises:

1. Lessee understands and agrees Lease is what is commonly referred to as a Triple Net lease with conditions. Lessee recognizes and acknowledges, without limiting the generality of any terms and/or provisions of Lease, that it is the intent of the parties hereto that any and all rentals in Lease provided shall be paid by Lessee to Lessor, including any and all expenses incurred in connection with Common Area, Premises, and/or in connection with the operations thereon, including any and all taxes, assessments, license fees, utility bills, management and/or administrative fees, costs of repair, maintenance and/or operation of Common Area, Premises, and other improvements comprised therein, together with the apportionance thereto.
2. Lease begins on the 1st day of June, in the year 2020 and ends on the 1st day of June, in the year 2045.
 - (a). Lessee shall pay Lessor the amount of \$1.00 (one US Dollar) for the aforementioned lease term plus an agreed upon monthly variable rate starting at: \$6500 (three thousand five hundred US Dollars).
 - (b). The monthly amount due shall be paid by Lessee to Lessor by the 15th of each calendar month thereafter.
3. Lessor grants Lessee the option to extend this Lease, at the discretion of Lessor.
4. Lessor shall grant Lessee first option to purchase or lease the building and/or Premises in whole, under Lessor's Terms and Conditions at Lessee's request.
5. Lessee shall pay or cause to be paid, prior to delinquency, any and all taxes and/or assessments levied upon all trade fixtures, inventories and other real or personal property placed or installed in and upon Premises by Lessee. If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property or if the assessed value of Premises is increased by the inclusion therein of a value placed upon such real or personal property or trade fixtures of Lessee, and/or if Lessor pays the taxes based upon such increased assessment, Lessee shall, upon demand, repay to Lessor the taxes so levied from such increase in the assessment plus a compensation fee of \$500.00 (five hundred dollars) for paying the taxes on Lessee's behalf.
6. Lessee shall pay or cause to be paid in full, prior to delinquency Matanuska Susitna Borough Property Taxes associated with the Property Description in Lease at the office of the Borough 650 East Dahlia Avenue, Palmer, Alaska, account 226N/4W31D005, for each calendar year Lessee holds active Lease.
7. Lessee shall pay or cause to be paid in full by the 31st of each month, the Electric Bill associated with Premises. This may be paid to Lessor or directly to Matanuska Electric Company at 1401 South Seward Meridian Parkway, Wasilla, Alaska.
8. Lessee shall give prompt notice to Lessor and appropriate emergency response officials if Lessee is or becomes aware of fire or accidents in Leased Premises and/or any other portion of Property in which Premises resides.

Licensed Marijuana Cultivation Establishment Compliance for Leased Premises:

1. Lessee acknowledges that neither the Lessor nor Lessor's representatives have made any oral or written representations or warranties whatsoever concerning the suitability or zoning of the property with respect to its potential use as a Marijuana Cultivation Facility, and that it is the sole responsibility of the Lessee to investigate and to satisfy itself concerning the suitability of the property for such use.
2. Lessee understands and agrees that Lessee, and not Lessor, shall be solely responsible at the Lessee's own expense for full compliance with all state and local laws, rules, regulations and ordinances pertaining to the maintenance and/or operation of a Marijuana Cultivation Facility.
3. Lessee warrants and represents that it is eligible and qualified to operate a Marijuana Cultivation Facility in Premises under all applicable state and local laws, rules, regulations, and ordinances. Lessee further warrants Lessee has obtained all legally required licenses, permits, and approvals to do so before commencing operations in Premises.
4. Lessee shall indemnify, defend and hold harmless Lessor, its trustees, agents, employees, and/or lenders from and against all damages, liabilities, judgments, claims, expenses, penalties, attorney, and/or consultant fees arising out of or connected in any way to Lessee's activities at Premises, and/or violation and/or alleged violation of any federal, state, and/or local law, rule, regulation and/or ordinance, whether or not litigation or prosecution actually commences against Lessor, its trustees, agents, employees and/or lenders.
5. Lessee shall provide notice to Lessor immediately in the event of the revocation, suspension, expiration, transfer, or surrender of Lessee's lawful authority to operate a Marijuana Cultivation Facility. Such revocation, suspension, expiration, transfer and/or surrender, and/or Lessee's failure to provide immediate notice thereof to Lessor, shall constitute an incurable Breach of Lease entitling Lessor at its sole discretion to terminate Lease effective immediately.
6. In the event that the Lessor is specifically advised in writing by any federal, state or local government that Lessor is subject to seizure of its property, if it does not terminate Lessee's right to cultivate marijuana upon Premises, or if any other rule or regulation is modified to prohibit sale, cultivation, and/or possession of marijuana upon Premises, Lessor may terminate Lease effective immediately, at Lessor's sole discretion.
7. Lessor shall not have access to Premises and/or the marijuana inside for any reason.
 - a. In addition to not having access to the Premises, Lessor shall not remove any product from the Premises for any reason.

Signatures and Date below indicate both Lessee and Lessor have read and understand this document in its entirety.
Lessee and Lessor agree to be bound by this documents Terms & Conditions.



Lessee - Talkeetna Herb Company - Krystal Dietrich



Lessor - Krystal Dietrich

AMCO

AUG 20 2020